



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/OOCG/LBC/2017/0004**
Property : **11 Staveley Road, Sheffield S8 0ZP**
Applicant : **Fairfield Rents Limited**
Respondent : **Ms Julie Anne Jacobs**
Type of Application : **Commonhold & Leasehold Reform Act 2002
Section 168(4)**
Tribunal Members : **Laurence Bennett (Tribunal Judge)
Jonathan Holbrook (Tribunal Judge)**
Date of determination : **17 July 2017**
Date of Decision :

DECISION

Summary decision

1. The Respondent has breached a covenant in her lease by failing to comply with the covenant requiring copies of the policy or policies of insurance and receipts for payment when requested.

Application

2. Fairfield Rents Limited applies for a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 that Ms Julie Jacobs has breached Lessee's covenants within the lease of the Property 11 Staveley Road, Sheffield S8 0ZP.

Background

3. The Applicant is the proprietor of the freehold and successors to the Lessor's interest created by a lease of the Property. The Respondent is the successor Leaseholder.
4. The application was made on 27 April 2017.
5. Directions were made 9 May 2017 by Judge J Holbrook. These included "The Tribunal considers it appropriate for the matter to be determined by way of a paper determination....." The directions gave opportunity for the parties to request a hearing. Neither party made a request.
6. The Applicant's submissions in response to directions include copies of the Freehold and Leasehold Land Registers, copy lease, a statement of case with submissions and relevant correspondence with the Respondent.
7. The Respondent has not replied or complied with directions.
8. The Tribunal convened on 17 July 2017 without the parties to determine the application.

The Lease

9. The Lease dated 1 May 1878 is made between Barnard Platts Broomhead and Arthur Wightman (1) John Gregory (2) Thomas Nicholson (3) (the Lease).
10. The Lease contains the Lessee's covenant "And the Lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Lessors their heirs and assigns....

'that the Lessee his executors administrators or assigns will at his or their own expense forthwith insure the said dwellinghouse and buildings in some respectable office for instance against fire in the sum of £250 at the least and keep the same so insured throughout the said term and will at all times on demand produce to the Lessors their heirs or assigns the policy or policies of such insurance and the receipt for the current years premium"

Law

11. Section 168(1) of the Commonhold and Leasehold Reform Act 2002 (the Act) states: "A landlord under a long Lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the Lease unless subsection (2) is satisfied."
12. Section 168(2)(a) states: "This subsection is satisfied if-
- (a) it has been finally determined on an application under subsection (4) that the breach has occurred,
 - (b) the tenant has admitted the breach
13. Section 168(4)(a) states: "A landlord under a long Lease of a dwelling may make an application to the First-Tier Tribunal for a determination that a breach of a covenant or condition in the Lease has occurred."

Evidence and submissions

14. The Applicant has provided copy letters dated 9 March 2015 and 1 March 2017 requesting insurance details and premium receipt. There is no evidence of a response. The Applicant states none was received.

Tribunal's conclusions with reasons

Our conclusions are:

15. Following 14 we determine that the Respondent has failed to comply with her covenant identified above as claimed by the Applicant.

Order

16. The Respondent has breached her covenant within the Lease of the Property by failing to comply with a request to produce a copy insurance policy and receipt.